WAIVER OF LIABILITY AGREEMENT
PARTICIPATION OF NON-ACTIVE DUTY PERSONNEL IN AQUATICS
POOL USAGE-HICKAM HURRICANES

In consideration for me to participate in the Marine Corps Community Services (MCCS) intramural sport season on Marine Corps Base Hawaii, Kaneohe Bay (hereinafter called, "the Event,"), I hereby take the following actions for myself or anyone else who might claim or sue on my behalf:

(a) I acknowledge that certain detrimental physiological changes may occur while I participate in the event, including, but not limited to heat exhaustion and stroke, abnormal heart beat, abnormal blood pressure, and in rare instances, heart attack.

(b) I acknowledge that there may be other participants in the event and their actions may be unpredictable.

(c) I certify that I am physically fit and have not been advised against participation in the event by a qualified health professional.

(d) I acknowledge as follows: (1) I have read and understand all applicable MCCS facilities rules and abide by them; (2) That I will obey all posted MCCS safety signs and will obey instruction from MCCS employees and Hickam Hurricanes staff while participating in the event; (3) that I agree to follow safe procedures and to avoid unnecessary hazardous situations; and (4) that I have received instruction from MCCS personnel necessary to participate in the event safely.

(e) I certify that I will not participate in the Event while under the influence of drugs or alcohol

(f) I agree that, prior to participating in the event, I will inspect the event facilities, equipment, and area to be used and, if I believe that any are unsafe, I will immediately advise a person supervising the event.

(g) I assume all risks associated with the participation in the event, including, but not limited to adverse facility conditions, falls, contact with other participants, effects of weather, defective equipment, water conditions, my personal physical condition, and lack of hydration.

(h) In connection with the Event, I hereby authorize medical treatment in the event of injury or illness. I also authorize trained health care providers, including, but not limited to physicians, nurses, nurse practitioners, and hospital corpsman to administer routine and/or emergency medicines and treatments, as needed.

(i) In connection with the event, I forever release from all liability under the Federal Tort Claims Act, acquit and discharge from all known obligations, losses, damages, liabilities, injuries, claims demands, actions, causes of action and expenses, including with limitation, attorney's fees and costs, the following persons or entities: United States Government including MCCS and the United State Marine Corps, and the employees, representatives and agents of the above.

(j) I further grant full permission to the United States Government and Marine Corps Community Services to use any photographs or media taken by MCCS of me for any purposes. I understand that I do not own the image and no further payments are due to me in regards to them.

I have read and fully understand the above **Waiver of Liability Agreement.** I understand that it is a binding legal document and agree to comply fully with its terms.

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Printed Name of Participant **Printed Name of Parent/Guardian**

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Signature of Parent/Guardian **Date**